

UNSEALED REQUEST FOR PROPOSALS

ISSUE DATE March 25, 2016	NUMBER 301-16-104	BID RETURN DATE AND HOUR April 12, 2016 no later than 2:00 PM
TITLE Provide and Install a Steam Sterilizer at the Harrisonburg Regional Lab	COMMODITY CODE 46590 and 96246	CONTRACT PERIOD Contract award through project completion
BIDS MAY BE MAILED OR DELIVERED TO ISSUING AGENCY: Virginia Department of Agriculture and Consumer Services Oliver Hill Building, Office of Procurement 102 Governor Street Richmond, VA 23219		DIRECT INQUIRIES TO THE CONTRACTING OFFICER: Kevin Steinbrecher, A.P.P., CPPB, VCO Senior Contract Specialist Email Address: Kevin.steinbrecher@vdacs.virginia.gov Phone: (804) 225-4887 Fax: (804) 371-8372

SPECIAL INSTRUCTIONS TO OFFERORS:

1. Responses must be submitted on the forms provided in the Unsealed Request for Proposals.
2. It is the offeror's full responsibility to ensure the proposal is received by the agency at the location shown above on or before the date and time required. Late proposals will not be accepted. It is important to note that if the proposal is hand-delivered; locating a parking space near the agency is difficult.
3. This solicitation is designated a **SMALL BUSINESS SET-ASIDE AWARD PRIORITY**. To be considered small, the business must be certified by the Department of Small Business and Supplier Diversity (DSBSD). Refer to Section VI. Y.
4. Contracts will be awarded to registered eVA vendors only. Offerors must agree to and understand the fees associated with the eVA Business-To-Government Vendor Registration requirement described herein and at www.eva.virginia.gov and submit prices accordingly. See Section VI.W for details.

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSALS AND TO ALL CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH ALL GOODS AND SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATIONS, AND THE UNDERSIGNED FIRM HEREBY CERTIFIES THAT ALL INFORMATION PROVIDED BELOW AND IN ANY SCHEDULE IS TRUE, CORRECT AND COMPLETE.

PRINT FULL LEGAL NAME OF BUSINESS (Name associated with Federal Taxpayer ID Number)		eVA VENDOR ID NUMBER	
PRINT BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		STATE CORPORATION COMMISSION ID NUMBER	
PRINT ADDRESS			
AUTHORIZED SIGNATURE			DATE
PRINT NAME/TITLE			
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER
*eVA Registered vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No *SBSD Certified Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide SBSD Certification No.:			
*This public body does not discriminate against faith-based organizations in accordance with the <i>Code of Virginia</i> , § 2.2-4343.1, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.			

RETURN OF THIS PAGE IS REQUIRED

I. PURPOSE:

- A. The purpose of this Unsealed Request for Proposals (URFP) is to solicit unsealed proposals to establish a contract with one qualified Contractor to furnish, deliver, and install a steam sterilizer (autoclave) system at the Harrisonburg Regional Laboratory. The work will involve the removal of the existing steam sterilizer to which the Virginia Department of Agriculture and Consumer Services, an agency of the Commonwealth of Virginia, seeks a trade-in value as part of this procurement.
- B. For the purpose of this solicitation, the Virginia Department of Agriculture and Consumer Services will be referred to as the "Owner" or "VDACS". The equipment may be referred to as a steam sterilizer, sterilizer, or autoclave.

II. BACKGROUND:

- A. The Harrisonburg Regional Animal Health Laboratory is located at 261 Mount Clinton Pike, Harrisonburg, VA 22802. The facility is approximately 23,661 square feet with about 35 employees that usually work between the hours of 8:00 a.m. – 4:30 p.m., Monday through Friday.
- B. The existing electrically heated sterilizer is manufactured by Consolidated Sterilizer Systems, Model # SSR-3A-PB, and was installed in the fall of 2007. The unit is a square, double wall sterilizer, 19,500 watts, 3-phase, amps at 54 is 208v, and it measures 28" wide by 66" tall. The sterilizer has double door access (opening to separate rooms) and is installed through an 8" cinder block wall. The autoclave was repaired in December of 2015 that involved welding up a hole in the inner chamber. This unit may be near its end of life. (See Attachment D for pictures and details)
- C. The existing sterilizer has been regularly inspected and maintained under an agency contract with Sterile Resources, Inc.
- D. The budgeted amount for this project is approximately \$55,000.00. VDACS desires to have the equipment delivered and installed by June 15, 2016.

III. STATEMENT OF NEEDS:

A. Specific Requirements:

- 1. The Successful Offeror shall provide all labor, supervision, equipment, materials and any parts required to successfully complete the work and provide a turnkey system to the Owner.
- 2. The Successful Offeror shall remove the existing sterilizer and provide and install a steam sterilizing system to fit in the same place and location as the existing unit. Offerors that propose a replacement autoclave that best fits the installation configuration of the existing sterilizer is highly desired by VDACS.

3. Offerors may propose to supply a new, refurbished, or a pre-owned autoclave that meets VDACS's requirements in terms of quality, fit, functionality, and operation. VDACS desires a system with double doors, controls, new printer, and a system designed to conserve water usage.
4. The Successful Offeror shall be responsible for completely disconnecting the existing sterilizer, any packing supplies or resources involved to prepare the unit for transport, and the proper removal of the old autoclave from the premises as part of the trade-in allowance.
5. Since the facility is a working lab environment, the Successful Offeror shall be responsible for determining and executing the best method for the removal of the existing system and the installation of the replacement autoclave. The work should be performed in a manner that limits interruption to VDACS staff and the operation of the facility. Details of this process should be included in the proposal response.
6. The installed system shall be tested and demonstrated by the Successful Offeror at the completion of the work. Offerors should include details in their proposal describing the system training that will be provided. Any manuals or documentation on the steam sterilizer installed shall be provided to the owner at the time the work is completed.
7. If any permits are required to perform the services, the Successful Offeror will be responsible for obtaining and paying for the permits.

B. General Requirements:

1. Offerors shall be a business regularly engaged in providing steam sterilizer equipment, installation, preventative maintenance, and repair services. As well, offerors should be an authorized dealer or service provider for the manufacturer of the autoclave installed through the award of this solicitation.
2. The Successful Offeror shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work and shall give all notices required thereby. The Successful Offeror shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 and applicable regulations.
3. All installation work must be provided by a firm that is properly licensed to perform the required services.
4. Site visits are not required for offerors to participate in this solicitation. If a site visit is desired, it must be scheduled through the Contracting Officer. Normal office hours are Monday – Friday, 8:00 a.m. – 4:30 p.m. It is important to schedule the site visit to insure the Trades Technician is available as he must be present. Visitors without an appointment may be denied access to the facility until a meeting can be properly scheduled with the Trades Technician. **Questions concerning this solicitation that are generated from any site visit are to be directed via email to Kevin Steinbrecher.** (See page 1 for the email address.)

5. It is desired the Successful Offeror will perform the work during the week and normal working hours.
6. The Successful Offerors employees will be required to sign-in and sign-out at the facility reception desk at all times.
7. The Successful Offeror shall be required to account for all of their employees and their associated hours when present at the job site.
8. While on-site, the Successful Offeror's employees shall not be under the influence of alcohol or drugs. No loud or boisterous conduct will be permitted and the Successful Offeror's employees shall not disturb papers on desks, open desk drawers, cabinets or briefcases at any time. Smoking within the facility is prohibited.
9. Employees of the Successful Offeror are not permitted to use any office machines such as computers, adding machines, copiers, fax machines, telephones, or any other devices.
10. Employees of the Successful Offeror will not be permitted to loiter and must leave the facility once work has been completed. As well, these employees shall only eat or drink in areas designated or permitted by VDACS.
11. The Successful Offeror shall be required to provide a certificate of insurance. (Refer to Section VI.S.)
12. **Confidentiality:** The Successful Offeror shall consider all VDACS documents and materials to be confidential and shall not view, disclose or remove any information which may be displayed on an employee desk, table, file cabinet or anywhere on VDACS property while performing contract work or at any time.

C. Warranty:

1. VDACS expects a warranty period of a minimum of one (1) year from the date of system acceptance. Offerors should provide details about the warranty with their proposal submission.
2. Within the warranty period, it is expected the Successful Offeror will respond to any call for service within two (2) hours of receiving notice from VDACS of an issue with the autoclave. A return call from the Successful Offeror is sufficient in meeting the two (2) hour time frame. It is anticipated any calls for service would be during a normal work week between the hours of 8:00 a.m. and 5:00 p.m. It is expected the Successful Offeror will be on-site in no more than twenty four (24) hours after acknowledging a call for service.
3. Within the warranty period, the Successful Offeror is expected to maintain an adequate supply of spare parts and materials to repair the sterilizer or have the parts available on-site no later than 48 hours after the need is realized. This is essential in order to restore service in the most expeditious manner possible.
4. VDACS expects all labor, parts, and materials for repairs, while the steam sterilizer is under warranty, will be provided at no charge.

D. Owner Responsibilities:

1. VDACS will designate an individual to act as the Project Manager for all work performed under this contract. The Project Manager shall coordinate the work and address any issues or concerns in person or in writing to the Successful Offeror on matters within the scope of the contract. The Project Manager will also be responsible for issuing, in writing, final acceptance of the work. The name and contact information of the Project Manager will be provided to the Successful Offeror after award of the contract.

IV. SUBMISSION REQUIREMENTS:

- A. **Submit 1 original and 2 copies** of the proposal to the VA Department of Agriculture and Consumer Services, Kevin Steinbrecher / Office of Procurement, 102 Governor Street, Room 239, Richmond, VA 23219.
- B. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Use of a 3-ring vinyl or pressboard binder is recommended. All documentation submitted with the proposal should be contained in that single volume. The original and copies of the proposal must be marked on the front cover as “original” or “copy”.
- C. Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to this solicitation will belong exclusively to the Commonwealth and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror will not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protections of the *Code of Virginia* § 2.2-4342D, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.
- D. The Proposal should be as thorough and detailed as possible so that the Evaluation Committee may properly evaluate the Offeror’s capabilities to provide the required services. Offerors should submit the following items in their proposal in the order and tabbed as described below:

- Tab 1:
- a. Table of contents
 - b. RFP cover sheet (page 1) and all addenda acknowledgments, if any, signed and filled out as required
 - c. Attachment A: Vendor Data Sheet
 - d. Attachment B: Proposed Pricing Schedule
 - e. Attachment C: State Corporation Commission Form - Required of all Offerors pursuant to Title 13.1 or Title 50 of the *Code of Virginia*.

- Tab 2: A written narrative statement to include a discussion of:

- a. Response to the Statement of Needs
 - i. Address each section with an indication of the response.
 - ii. Description of the brief history of the Offerors’s operation to include their experience in providing the goods and performing the services.

- iii. Identify key staff members who will be providing the services. Resumes including professional qualifications and certifications of the Offeror's staff may be included.
 - iv. Describe the Offeror's current workload and the ability to complete the project within the stated timeframe.
 - v. Describe the Offeror's installation plan and provide contractor license(s) and any required permits to perform the work. If any of the work will be subcontracted, identify the contractor(s).
 - vi. Provide details on the warranty of the product and workmanship.
 - vii. Describe the training that will be offered on the new autoclave system.
- b. Exceptions: Offerors shall identify any exceptions to the Statement of Needs by referencing each page and section number and defining the Offeror's desired language for any section an exception is taken.

Tab 3: Any additional documents and material: To include, but not be limited to, detailed product information on the steam sterilizing system being offered.

V. EVALUATION:

- A. Proposals will be evaluated based upon the overall merits/value of the information provided in the Offeror's proposal in response to the URFP requirements. The evaluation criteria are weighted equally and are:
- 1. Meeting the requirements of the proposed solution: The extent to which the proposed solution satisfies the URFP requirements. Also, the demonstrated understanding of the work to be performed.
 - 2. Experience and qualifications: Experience installing autoclave systems of similar size and scope and the certifications and qualifications of staff and references of the Offeror.
 - 3. Price: The cost of the autoclave, the installation of the system including testing, and the cost (if applicable) for training on the use of the system. Also, the trade-in offered on the old steam sterilizer being replaced.

Selection will be made using the numerical rating method of one or more Offerors deemed to be fully qualified and best suited among those submitting best value proposals. Therefore, Offerors are strongly encouraged to submit a comprehensive proposal fully addressing all applicable submission requirements. Failure to do so may result in the elimination of your proposal from consideration by the Agency. VDACS reserves the right to visit the Offeror's facilities.

CATEGORY	POINT VALUE
Plans and approach for meeting the requirements of the proposed solution and desired installation deadline.	35
Experience and qualifications of the firm, assigned staff, and subcontractors (if applicable).	30
Price of steam sterilizer, system installation, and training	35

VI. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of

money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offers) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offers) has questions about the specifications or other solicitation documents, the prospective (bidder/offers) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges.

Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such

(bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently, or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy

shall be in addition to any other remedies which the Commonwealth may have.

- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offersors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offersor) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offersor) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offersor certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offersor further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical

Therapist Assistants, Clinical Psychologists,
Clinical Social Workers, Professional Counselors,
Hospitals, or Health Maintenance Organizations.) \$2,150,000 per occurrence, \$4,250,000 aggregate
(Limits increase each July 1 through fiscal year 2031 per *Code of Virginia* § 8.01-581.15.)

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

U. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug- free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith- based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.

- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Y. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY.** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offers shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US dollars.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VII. SPECIAL TERMS AND CONDITIONS:

- A. **AWARD:** Selection shall be made of two or more DSBSD-certified micro business offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals, provided that the price proposal is for less than \$10,000. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be

the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one DSBSD-certified micro business offeror is fully qualified, or that one such offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Any award to a DSBSD-certified micro business offeror pursuant to the above process may be made only if the price as negotiated remains under \$10,000. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. If the agency in its sole discretion determines that the above criteria for limiting the negotiation to micro businesses are not present, the agency shall follow the same process as specified above, but restricting the negotiation instead to DSBSD-certified small business offerors, provided that the price proposal is not more than \$100,000. If the agency determines that the above criteria for limiting the negotiation to small businesses are not present, the agency shall follow the same process as specified above, but without restricting the negotiation to small or micro business offerors.

- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one (1) purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- D. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$750,000 or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
 Licensed Class B Virginia Contractor No. _____ Specialty _____
 Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his bid/proposal will not

be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

- E. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- F. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- G. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- H. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in an envelope or package, sealed and identified as follows:

Solicitation Number and Title: RFP 301-16-104 Steam Sterilizer for the Harrisonburg Lab.

From: _____ April 12, 2016 2:00 PM
Name of Offeror Due Date Time

Street or Box Number

City, State, Zip Code

DMBE-certified Small Business No. _____

Kevin Steinbrecher, Senior Contract Specialist of Procurement & Support Services
Name of Contract Officer

- I. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- J. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- K. **PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- L. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his

subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- M. **PRODUCT INFORMATION:** The bidder/offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.
- N. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- O. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of a minimum of one year following date of system acceptance. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- P. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- Q. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- R. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

ATTACHMENT A: VENDOR DATA SHEET**URFP #301-16-104**

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. Qualification: The bidder must have the capability and capacity in all respects to satisfy fully all the contractual requirements.

1. Bidder's primary contact:

Name and Title: _____ Phone: (____) _____

2. Years in business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

3. Vendor Information:

eVA vendor ID or DUNS Number: _____

4. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone : (____) _____ Email: _____

Project: _____

Dates of Service: _____ Value: \$ _____

B. Company: _____ Contact: _____

Phone : (____) _____ Email: _____

Project: _____

Dates of Service: _____ Value: \$ _____

C. Company: _____ Contact: _____

Phone : (____) _____ Email: _____

Project: _____

Dates of Service: _____ Value: \$ _____

D. Company: _____ Contact: _____

Phone : (____) _____ Email: _____

Project: _____

Dates of Service: _____ Value: \$ _____

I certify the accuracy of this information:

Signed: _____ Title: _____ Date: _____

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ATTACHMENT B: PROPOSED PRICING SCHEDULE**URFP # 301-16-104**

The Offeror proposes to provide the goods/services described in the Statement of Needs and the submitted proposal at the following proposed prices:

Make/Model/Year of Steam Sterilizer: _____

1. Price of Steam Sterilizer: \$ _____

2. Price of Installation/Labor: \$ _____

3. Training (if no charge, enter \$0): \$ _____

4. Trade-in value for old autoclave: \$(_____)

Total Price of Offer (Item 1 + 2 + 3 - 4): \$ _____

NOTE: Offerors should price all lines (1 – 4) and tabulate a Total Price of Offer. Indicating \$0 dollars is acceptable if there is no charge. Do not indicate N/A or leave any lines blank.

List the date of project completion (in calendar days) from award of contract: _____

List the warranty period from the date of acceptance: _____

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Virginia State Corporation Commission (SCC) registration information.**The offeror:**

☐ is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

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Taken from the Engineering Data Sheet for Sterilizer Volumes and Shipping Weight for SSR-3A

Width: 20 inches, 508 millimeters

Height: 20 inches, 508 millimeters

Length: 38 inches, 965 millimeters

Volume: 15,200 cubic inches, 249 liters

Est. shipping weight: 1,650 pounds, 750 kilograms